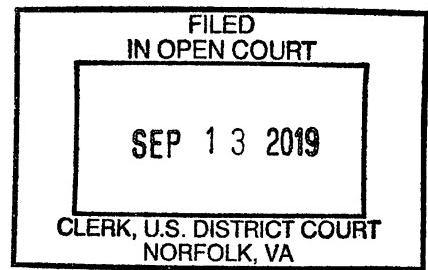


UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division



D.B., an Infant, by and through his parents and next friends, DEARDRE D. BEBEAU and DANIEL J. BEBEAU, SR.; DEARDRE D. BEBEAU, Individually; and DANIEL J. BEBEAU, SR., Individually,

Plaintiffs,

v.

UNITED STATES OF AMERICA,

Defendant.

Case No. 2:18-cv-291

ORDER APPROVING SETTLEMENT

IT APPEARING TO THE COURT THAT:

1. This is an action by D.B., a minor, by and through his parents and next friend, Deardre D. Bebeau and Daniel J. Bebeau, Sr., and Deardre D. Bebeau and Daniel J. Bebeau, Sr., individually (“Plaintiffs”), alleging medical negligence by employees of the United States during D.B.’s birth at the Naval Hospital Guam in 2014. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1346(b)(1), and the Federal Tort Claims Act, 28 U.S.C. § 2871, *et seq.*

2. On September 3, 2019, the parties advised the Court that they had reached a tentative settlement (“Settlement”) of this matter, subject to final approval by the Associate Attorney General of the Department of Justice and other conditions, including state court approval on behalf of D.B.’s minor sister, who is not a party to this FTCA action.. *See* ECF Nos 52 and 53. Plaintiffs subsequently moved for approval of their Settlement with the United States.

3. On September 13, 2019, the Court convened a hearing for approval of the Settlement between the United States and Plaintiffs. Deardre D. Bebeau and Daniel J. Bebeau, Sr., appeared in person and through their attorneys of record. The United States appeared through its attorneys of record.

4. The complete and precise terms and conditions of the Settlement are set forth in the Stipulation For Compromise Settlement And Release Of Federal Tort Claims Act Claims Pursuant to 28 U.S.C. § 2677 (hereinafter “Stipulation”) and the Irrevocable Reversionary Inter Vivos Grantor Medical Care Trust for the Benefit of [D.B.] a minor (hereinafter “Reversionary Trust”), attached as Exhibits “A” and “B,” respectively.

5. The Court has reviewed the Stipulation and the Reversionary Trust, considered the testimony, and heard arguments in favor of the Settlement. The Court is fully informed of the specifics of the full and final terms and conditions of the Settlement, including the necessity of the approval by the Attorney General of the United States.

6. The Court finds that the terms and conditions of the Settlement, as set forth in the Stipulation and Reversionary Trust, including the complete release of all claims by D.B., a minor, Deardre D. Bebeau, and Daniel J. Bebeau, Sr., are fair, reasonable, in the best interests of D.B., a minor, and are given in good faith as to the claims of all of the Plaintiffs.

Accordingly, **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** as follows:

1. The Settlement, as set forth in Exhibits A and B, is hereby approved.
2. Deardre D. Bebeau and Daniel J. Bebeau, Sr., as parents and next friends of D.B., a minor, are authorized and required to sign the Stipulation, the Reversionary Trust, and any other documents that are necessary to consummate the Settlement, and to provide any

information and documentation necessary to complete the purchase of annuity contracts and the establishment of the Reversionary Trust. The Court expressly finds that D.B.’s interest are adequately protected in this matter by his parents and his attorneys, and that appointment of a guardian ad litem is not necessary.

3. The settlement amount of Eleven Million Five Hundred Thousand Dollars (\$11,500,000) (hereinafter “Settlement Amount”) is fair and reasonable, is in the best interests of D.B., and shall be distributed according to the terms and conditions of the Stipulation.

4. With respect to the Upfront Cash check that will be made payable to the Plaintiffs pursuant to Paragraph 3.a.1. of the Stipulation, Plaintiffs are ordered to endorse that check over to their attorneys to be deposited into the attorneys’ client trust account to be used to pay the attorneys’ fees, costs, and expenses herein approved and to pay and resolve any currently known liens or claims for payment or reimbursement, including any liens or claims for payment or reimbursement by Medicaid, Medicare, or healthcare providers, as Plaintiffs have agreed in the Stipulation.

5. Attorneys’ fees in this action shall not exceed twenty-five percent (25%) of the Settlement Amount and shall be paid as provided in the Stipulation.

6. The Court finds that the costs and expenses associated with the litigation are \$105,114.40 and that such costs and expenses are fair, reasonable, and necessary. Accordingly, such costs and expenses are approved and are to be paid as provided in the Stipulation.

7. Plaintiffs are legally responsible for any and all past, present, and future liens or claims for payment or reimbursement, including any liens or claims for payment or reimbursement by Medicaid, Medicare, or healthcare providers. Accordingly, Plaintiffs, by and through their attorneys, are ordered to satisfy or resolve any and all such past, present, and future liens or claims

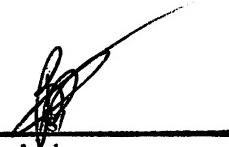
for payment or reimbursement asserted by any individual or entity, including Medicaid and Medicare, arising from the subject matter of this action. Plaintiffs, by and through their attorneys, also shall provide to the United States the information required by the Stipulation regarding the satisfaction or resolution of such liens or claims for payment or reimbursement within the time specified in said Stipulation. Plaintiffs have represented to the Court that there are no currently known liens or claims for payment or reimbursement arising from the subject matter of this action.

8. Upon final execution of the Stipulation and the Reversionary Trust and upon receiving notice from the United States Attorney's Office for the Eastern District of Virginia that it has received the check for the amount of the Upfront Cash set forth in Paragraph 3.a(1) of the Stipulation, Plaintiffs shall file a proposed order that requests dismissal of this action in its entirety with prejudice, with each party bearing its own costs, expenses, and fees, and the court expressly not retaining jurisdiction over the above-captioned action, this settlement, or the United States.

9. Upon entry of the dismissal order, the United States Attorney's Office for the Eastern District of Virginia shall tender to Plaintiffs' attorneys said Upfront Cash check. Plaintiffs shall endorse the Upfront Cash check over to their attorneys to be deposited in their attorneys' client trust account to facilitate the disbursement of the Upfront Cash as hereby authorized:

a. Attorneys' Fees (25% of settlement amount)	\$ <u>2,350,000.00</u>
b. Litigation Costs	\$ <u>105,114.40</u>
c. Deardre D. Bebeau	\$ <u>500,000.00</u>
d. Daniel J. Bebeau, Sr.	\$ <u>500,000.00</u>
e. For the benefit of D.B.	\$ <u>2,274,885.00</u>
f. To JJS' escrow account for additional expenses	\$ <u>20,000.00</u>

10. Once dismissed, the Court shall not retain jurisdiction over the action against the United States or the settlement.



Raymond A. Jackson
United States District Judge

RAYMOND A. JACKSON
UNITED STATES DISTRICT JUDGE

At Norfolk, Virginia
This 13th day of September, 2019

WE ASK FOR THIS:

D.B., an Infant, by and through his parents and next friends,
DEARDRE D. BEBEAU and DANIEL J. BEBEAU, SR.;
DEARDRE D. BEBEAU, Individually
Plaintiffs

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UNITED STATES OF AMERICA

Defendant

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